



JOHN DEERE

John Deere Company
2000 John Deere Run
Cary, NC 27513

Harold J. Norman, Jr.
Division Sales Manager

26 February 2010

CONFIDENTIAL
Certified Mail
Return Receipt Requested

Mr. Jack Jones
Richland Equipment Company, Inc.
PO Box 518
Centreville, MS 39631

Re: Dealer Performance Improvement Process (DPI)

Dear Mr. Jones:

Dealer performance market share data is a method of determining each dealer's performance relative to a Dealer's Area of Responsibility (AOR). A document summarizing your market share performance is attached.

In 2008 you were notified that your Rolling 12 month dealer performance market share within your AOR was unacceptable. Your market share requirement for 2009 was 15.7%, and you achieved 8.2 %, which is below your AOR market share requirement and below the minimum market share performance standard (within 5 points of the comparative group's average market share).

Since your dealership initially entered the DPI process, your AOR assignment has been modified resulting in a slightly different trade area than in the past. As a result of this change, going forward in the DPI process we will be tracking both your dealership's performance in your old AOR as well as your current AOR. To give your dealership the benefit of the doubt, you can meet your market share requirements under either of the AOR assignment tracking methods to be considered as achieving your requirement, as noted in the attached document.

To be a dealer in good standing, you must improve your AOR market share in fiscal year 2010 to a minimum of 20.7%. Failure to achieve and maintain this market share requirement could result in termination of your John Deere Dealer Agreement.

Section 3 of your John Deere Agricultural Dealer Agreement provides that the dealer's appointment as a Dealer may be terminated if, "Company believes that Dealer is not fulfilling the requirements of his appointment." One of the requirements of your appointment as a John Deere dealer is based on Section 1 of the Dealer Agreement which states, "Dealer agrees to use his best efforts to promote, sell and service Goods. The Dealer further agrees to achieve sales objectives and market penetration within Dealer's Area of Responsibility satisfactory to Company."



We reserve the right to amend these minimum market share requirements as future conditions would deem appropriate. Subsequent to 2010, we will be increasing the AOR market share requirement yearly until your dealership organization consistently performs at an acceptable level.

For equipment sales to be counted towards the DPI program they must meet the Retail Purchaser/End User provision of your Dealer Terms Schedule, which is noted below:

"...an end user shall be defined as a single retail customer who owns the equipment for a minimum of one use season."

If equipment is found to have been delivered to someone other than the end use retail purchaser who signed the original purchase order, or if the county of first use assignment is found to be inaccurate, the sale will not be included in your market share calculation.

At this time we are requesting an acceptable Sales and Marketing Plan detailing action plans to achieve your market share objectives. Please contact your Territory Manager for a Sales and Marketing Plan template to guide you in developing your plan. This plan must be submitted to Deere for approval within 90 days of this letter.

We want to assist and support your efforts to achieve your established market share objectives. Market share data is available on a monthly basis, and we encourage you to periodically review your progress with your Territory Manager.

Sincerely,



Harold J. Norman, Jr.
Division Sales Manager

Attachment - Dealer performance recap (dollars) last three years and AOR

Exhibit 1**Dealer's AOR**

Dealer's Area of Responsibility for agricultural equipment shall consist of the following counties: (except as may be noted for specific machines)

CENTREVILLE, MISSISSIPPI - main store

| State | County | Large Ag. | Small Ag. | Tractors < 90 HP |
|-------|------------------|-----------|-----------|------------------|
| LA | East Baton Rouge | 15% | 15% | 10% |
| LA | East Feliciana | 85% | 85% | 85% |
| LA | St. Helena | 60% | 60% | 30% |
| LA | West Feliciana | 20% | 20% | 20% |
| MS | Adams | 10% | 10% | 10% |
| MS | Amite | 55% | 55% | 55% |
| MS | Franklin | 35% | 35% | 25% |
| MS | Wilkinson | 100% | 100% | 100% |

Pursuant to Section I.A.1 of this Agreement Dealer's AOR may be enlarged or reduced, any such reductions or enlargements shall be as set forth below:

| | |
|------------------------|--|
| Amendment Date: | |
| Dealer's Signature: | |
| Dealer's Printed Name: | |
| TM's Signature: | |